

Questions and Answers

- *Question: Please provide a list of the top 10 international calls destination by order of importance.*

ANSWER: USA, SOUTH AFRICA, COMOROS, MAURITIUS, GERMANY, THAILAND, KENYA, UK, SEYCHELLES, REUNION.

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- *Question: Please provide a list of the top 10 international roaming destination by order of importance.*

ANSWER: USA, SOUTH AFRICA, COMOROS, MAURITIUS, GERMANY, THAILAND, KENYA, UK, SEYCHELLES, REUNION.

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- *Question: Please provide the quantity of voice subscription accompanied with a data option excluding BB, provide also precision of the type of the BB service requested (BES/BIS).*

ANSWER: We need both BES and BIS for Blackberry. See Section 1, III ("Pricing"), Item # 8 of solicitation # SMA10012R0034.

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- *Question: What are the criteria considered by the US EMBASSY for contract renewal along the 4 one-year options ?*

ANSWER: Continued need, reasonable price, and satisfactory services.

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- *Question: The volume of the international roaming – Incoming and outgoing calls appears to be excessive. Could you confirm those data?*

ANSWER: These data are estimated quantities only. Requirement is periodic as each USDH phone roams 1-3 months/year.

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- *Question: While presenting the operator's proposal, what part of the RFP document should be filled mandatory, and what part can be provided with the operator's personalized document?*

ANSWER: See Section 3 ("Solicitation Provisions") of solicitation # SMA10012R0034.

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- *Question: Can you give further information for the order limitation?*

ANSWER: See Section 2, FAR52.216-19 ("Order Limitations") of solicitation # SMA10012R0034.

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- *Question: When the operator could be informed about the result of the RFP?*

ANSWER: All offerors will be informed of the result of the RFP at the time of, or shortly following the award.

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- *Question: What is the date of beginning of the new contract?*

ANSWER: See Section 1, II ("Period of Performance") of solicitation # SMA10012R0034.

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- *Question: Page 4: Internet access service: is the unit necessary in second?*

ANSWER: Preferred seconds.

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- *Question: Page 11: We need to have more information about the WAP, can we propose other solutions?*

ANSWER: Offerors can propose other options, as long as Blackberry service is not affected and customer is not required to lock into a proprietary hardware.

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- *Question: Page 27: Offeror is required to provide a copy of a Rate Plan subscription: we need more details about Rate Plan subscription.*

ANSWER: Special rates for a corporate customer.

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- *Question: Rent of cell phone: Type of phone?*

ANSWER: Regular cell phones without camera unless otherwise specified in the order. See Section 1 ("Continuation to SF-1449"), Item # 1.8 of solicitation # SMA10012R0034.

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- *Question: United States law will apply to resolve any claim of breach of this contract. à What is the competent jurisdiction in case of disputes not solved by US embassy and TELMA?*

ANSWER: *The following is from Section 2, FAR52.212-4 ("Contract Terms and Conditions-Commercial Items") of solicitation # SMA10012R0034:*

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

And FAR 52.233-1 states the following:

52.233-1 Disputes

(a) This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over

\$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

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- *Question: At P.3, it is mentioned "per minute pricing", is it compulsory or can we submit a "per second pricing"?*

ANSWER: The pricing is per second.

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- *Question: Could you please confirm all the section to be filled? Can we submit any other documentation as appendix?*

ANSWER: See Section 3 ("Solicitation Provisions") of solicitation # SMA10012R0034.

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- *Question: Could you please give more details regarding the "data services" mentioned on P.10? Is it a data services through SIM card only?*

ANSWER: Data services for Blackberry only. See Section 1, III ("Pricing"), Item # 8 of solicitation # SMA10012R0034.

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- *Question: Regarding the type of Cell Phone, are the models in Attachlent1 compulsory or can we submit other type of cell phone?*

ANSWER: The cell phones listed in Attachment 1 of solicitation # SMA10012R0034 are Government Furnished Property.

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- *Question: Regarding the training, mentioned on P.15, please advise the type of training required?*

ANSWER: See Section 1 (Continuation to SF-1449), under Item # 12 ("Training") of solicitation # SMA10012R0034.

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